

# EXHIBIT D

Affidavit of Michael Schimpf

**IN THE UNITED STATES BANKRUPTCY  
COURT FOR THE NORTHERN DISTRICT OF  
TEXAS DALLAS DIVISION**

In re:	§	Chapter 7
	§	
GOODMAN NETWORKS, INC.	§	Case No. 22-31641 (MVL)
	§	
Debtor.	§	
	§	

**AFFIDAVIT OF MICHAEL SCHIMPF**

STATE OF TENNESSEE  
COUNTY OF SHELBY

I, Michael Schimpf, make solemn oath and state:

1. I am of lawful age and capacity to make this oath and statement.
2. I am the Chief Financial Officer at FedEx Supply Chain Logistics & Electronics, Inc. ("FSCLE").
3. I maintain an office at 145 Lt. George W. Lee Ave., Memphis, TN 38103.
4. I am familiar with, and have knowledge about, the books and records of FSCLE.
5. I have reviewed FSCLE' Joinder to the Involuntary Petition Against Goodman Networks, Inc. (the "Joinder"), and the factual statements contained therein are true and correct to the best of my knowledge.
6. Exhibit A to the Joinder is a true and correct copy of the Master Services Agreement dated January 20, 2014, by and between ATC Logistics & Electronics, Inc., and Genesis Networks Telecom Services, LLC.

7. Exhibit B to the Joinder is a true and correct copy of the Statement of Work, dated January 20, 2014, by and between ATC Logistics & Electronics, Inc., and Genesis Networks Telecom Services, LLC.

8. ATC Logistics & Electronics, Inc. changed its name to FedEx Supply Chain Logistics & Electronics, Inc.

9. Exhibit C to the Joinder is a true and correct copy of Change Order Number 1, dated June 26, 2019, by and between FSCLE and Genesis Networks Telecom Services, LLC.

10. On or about December 4, 2020, Genesis Networks Telecom Services, LLC completed the paperwork required by FSCLE to assign the Master Services Agreement to Goodman Networks, Inc.

11. Goodman Networks represented to FSCLE that it would be doing business as "GNET."

12. Goodman Networks caused \$82,617,311.10 of monies paid by FSCLE pursuant to the Master Services Agreement to be deposited in a bank account in the name of GNET.

13. I have reviewed the accounts payable and accounts receivable by and between FSCLE and Goodman Networks and have reconciled the current amount owed by Goodman Networks for products and goods sold to Goodman Networks pursuant to the Master Services Agreement to be \$81,158,452.82.

14. FSCLE provided Goodman Networks invoices for the \$81,158,452.82 in the ordinary course of business under the Master Services Agreement.

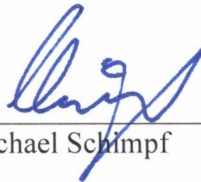
15. Goodman Networks is not paying FSCLE pursuant to the terms of Master Services Agreement and has not done so since October 25, 2021.

16. To the best of my knowledge Goodman Networks is neither currently servicing the Master Services Agreement nor conducting business in the ordinary course.

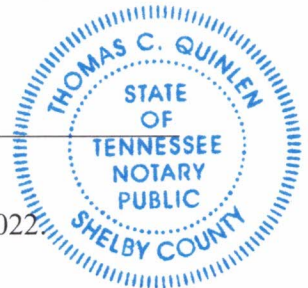
17. Goodman Networks has admitted that it was in payment default under the Master Services Agreement and did not dispute the amount owed.


18. To the best of my knowledge, Goodman Networks caused the \$82,617,311.10 of monies paid by FSCLE pursuant to the Master Services Agreement to be held or used by its wholly owned subsidiary, GNET ATC, LLC.

19. I swear or affirm that the information I have stated above is correct and true to the best of my knowledge, and I understand that making a false statement herein may constitute the crime of perjury.

  
Michael Schimpf

Sworn to and subscribed before me this 17<sup>th</sup> day of October, 2022



  
Notary Public

My Commission Expires: 12/15/2024